

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **August 12, 2003, Work Session**

AGENDA ITEM NO.: 3

CONSENT:

REGULAR:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Skatepark Memorandum of Understanding**

RECOMMENDATION: Approve a Memorandum of Understanding with Amazement Square for the development and operation of a skatepark.

SUMMARY:

Attached is a Draft Memorandum of Understanding between the City of Lynchburg and Amazement Square for the development and operation of a skatepark by Amazement Square. Staff seeks approval of the Memorandum of Understanding with plans to schedule a public hearing for donation of property at the September 12, 2003 City Council meeting.

The basic elements of the agreement are as follows:

- The City of Lynchburg will contribute \$50,000 towards the capital costs of constructing the skatepark.
- The City of Lynchburg will donate approximately 1.56 acres of City-owned property, adjacent to the Signal Tower building, for the purpose of constructing a skatepark.
- Amazement Square will fund all other capital requirements for the design and construction of the skatepark. Capital costs are estimated at \$150,000-\$225,000.
- The skatepark is incorporated into an overall complex to include a museum, café, parking lot, and skate shop. The capital and operating costs for the complex will be funded by Amazement Square.
- Amazement Square will seek public support for the development of the park through a partnership with a major civic organization. The partnership is intended to include naming rights for that civic organization.
- Amazement Square will assume full responsibility for the operations of the skatepark; including maintenance, liability, development of operating policies, and development and funding of the operating budget.
- Parks and Recreation will work in partnership with Amazement Square to promote the park and develop programs.
- The construction of the park will be phased, with the first phase to begin in October 2003 with opening day planned for May 2004. Construction phases are dependent on fund raising and in-kind donations.

All parties are committed to ongoing skater, biker and community involvement in the project.

PRIOR ACTION(S): Work Session, December 1999; Work Session, December 2002; Work Session, June 2003

FISCAL IMPACT: \$50,000 available in FY 2003 Capital Improvement Program

CONTACT(S): Kay Frazier, 847-1640 ext 128

ATTACHMENT(S): Draft Memorandum of Understanding

REVIEWED BY: bms

# Draft



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE CITY OF LYNCHBURG AND AMAZEMENT SQUARE, INC.**

#### **I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to provide for the design, construction and operation of a skatepark to be built on the riverfront in conjunction with development by Amazement Square, Inc. of a skatepark complex. The complex includes a skatepark, museum, café, parking and skateshop. The City of Lynchburg (the City) and Amazement Square, Inc. (ASI) shall work cooperatively to design and construct a skatepark within the complex for the benefit of the Lynchburg community. The purpose of this MOU is to formalize the local government and non-governmental partnership, and to set forth the general terms and conditions that will guide these agencies/organizations in establishing and sustaining a long-term working relationship.

#### **II. BACKGROUND**

Citizens have consistently expressed a desire to have a skatepark located in the Central Virginia area. Most have looked towards the City to take a leading role to design, finance, build, and manage a skatepark. Records in Parks and Recreation show that this has been a topic of discussion since 1992. In December 1999, after benchmarking across the state and meeting with stakeholders, Parks and Recreation reported to City Council on a proposal for a skatepark. Subsequently, City Council appropriated fifty thousand dollars (\$50,000) in capital funding towards the project that was anticipated to cost \$100,000 to \$300,000. Major issues remained to be resolved to successfully build a skatepark: finding a suitable location, resourcing additional capital funding needs, and identifying a non-profit organization that could serve as the fund raising entity for the project.

In December 2002, City staff and a representative of ASI proposed to City Council that a partnership be formed between the two organizations to design and build a skatepark in conjunction with ASI's plans to renovate the Signal Tower building on the riverfront. City Council endorsed this proposal.

Since December 2002, community meetings have been held, conceptual site plans developed, and a partnership with a major civic organization is under development. Phase I of the construction is set to begin in October 2003 with opening day for the skatepark scheduled for May 2004.

It is the goal of both the City and ASI to design, construct and manage a skatepark of the highest quality for the benefit of the general public. This MOU serves to guide both organizations in the pursuit of that common goal.

#### **III. THE CITY OF LYNCHBURG'S RESPONSIBILITIES**

The City shall contribute fifty thousand dollars (\$50,000) for the construction of the skatepark. The City will also donate approximately 1.56 acres of land adjacent to the Signal Tower building to ASI. This property is to be used for the sole purpose of constructing and operating a skatepark. The City will retain an easement through the property for purposes of expanding the trail system in conjunction with riverfront development. Furthermore, the City shall be committed to a long-term partnership with ASI to promote

the skatepark and to develop joint programs. The City shall provide technical support to ASI in the design, construction and operation of the skatepark.

#### IV. AMAZEMENT SQUARE, INC'S RESPONSIBILITIES

ASI, at its sole cost and expense, will operate the skatepark complex. The operation of the park includes, but is not limited to, maintenance, repair and replacement of ramps, utilities, development and enforcement of park rules, park supervision, and assumption of liability. ASI shall obtain liability insurance in the amount that they deem appropriate and name the City, its employees, and officials as an additional insured. In case of flood conditions, ASI will be responsible for securing the park and moving all portable ramps to a safe location. ASI will work to hold entrance fees to the skatepark at a reasonable, affordable rate. All revenues generated from the skatepark will belong to Amazement Square to assist with offsetting operating and improvement costs.

ASI will raise funds for the capital costs of the design and construction of the skatepark for all amounts necessary above the fifty thousand dollar (\$50,000) contribution of the City. The anticipated capital costs for the skatepark are \$150,000-\$225,000. ASI will work to develop a partnership with a major civic group and establish the civic group as a major contributor with potential naming rights of the skatepark.

ASI will manage the design and construction of the skatepark, seeking input from City representatives and park user groups.

#### V. TERMS AND TERMINATION CLAUSE

The parties acknowledge that a long-term, sustained relationship is essential to the benefit of all in order to build and operate a skatepark for the public good. This agreement shall remain in effect as long as ASI operates a skatepark and utilizes donated property for such purposes. At anytime that ASI no longer operates a skatepark on the donated property, such property and all improvements located on said property shall revert to the ownership of the City. With such an occurrence, the City, at its discretion, may operate the skatepark, enter into agreement with another party to operate the park, or develop the property for other purposes.

In consideration of the efforts of all parties, this MOU shall in effect until terminated by either the City or ASI. The MOU may only be terminated by either of the parties for good cause and not simply for the convenience of either party.

#### VI. COMPLIANCE WITH FEDERAL AND STATE RULES AND REGULATIONS

The City and ASI, in conformance with all applicable state and federal laws and regulations, shall perform all activities specified in this MOU.

#### VII. EFFECTIVE DATE

This agreement is effective immediately upon endorsement by ASI Board of Directors and the City of Lynchburg.

#### IX. CHANGES TO THIS MOU

ASI and the City may mutually agree, in writing, to modify this MOU at any time. This MOU shall be reviewed every twelve (12) months during a formal meeting between representatives of the City and ASI. The City representatives shall be appointed at the discretion of the City Manager.

WITNESS the following duly authorized signatures and seals:

CITY OF LYNCHBURG, VA

By: \_\_\_\_\_  
L. Kimball Payne

Its: City Manager

Date: \_\_\_\_\_

AMAZEMENT SQUARE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_